



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNSD, MNDC, FF*

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for loss of income and for the filing fee.

The landlord testified that on November 08, 2017, he served the tenant with the notice of hearing and evidence package by registered mail to the forwarding address provided by the tenant in writing. The landlord provided tracking numbers. I find that the tenant was served with the landlord's application package in accordance with sections 88 and 89 of the *Act*. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for loss of income and for the recovery of the filing fee?

Background and Evidence

The landlord testified that the tenancy started on May 01, 2017 for a fixed term of one year. The monthly rent was \$1,500.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$750.00 and a pet deposit of \$200.00.

The landlord testified that on October 02, 2017, the tenant provided the landlord with written notice to end the tenancy effective October 15, 2017, paid \$750.00 for rent on October 01, 2017 and moved out October 15, 2017. The tenant requested the return of deposits and the landlord returned the pet deposit of \$200.00.

On October 27, 2017, the tenants mailed their forwarding address to the landlord with a request for the return of the security deposit. The landlord made this application on November 08, 2017.

The landlord testified that efforts to find a tenant for October 15 were unsuccessful. A new tenant was found for November 01, 2018. The landlord is claiming loss of income for October 01-15, 2017 and the recovery of the filing fee.

Analysis

Section 45(2) of the *Residential Tenancy Act* states that a tenant may end a fixed term tenancy by giving the landlord notice to end the tenancy effective on a date that:

- (a) Is not earlier than one month after the date the landlord receives the notice
- (b) Is not earlier than the date specified in the tenancy agreement as the end of the tenancy and
- (c) Is the day before the day in the month on which the tenancy is based that rent is payable under the tenancy agreement.

Based on the undisputed testimony and documentary evidence of the landlord, I find that the tenant ended the tenancy prior to the end date of the fixed term and did not give the landlord adequate notice to end the tenancy. The landlord attempted to mitigate his losses by actively looking for a tenant for October 15, 2017 but was unsuccessful, thereby suffering a loss of income for the period of October 01-15, 2017. . Accordingly, I find that the landlord is entitled to \$750.00, which is the loss that he suffered. Since the landlord has proven his case he is also entitled to the filing fee of \$100.00.

I order that the landlord retain the security deposit of \$750.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$100.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord a monetary order of **\$100.00**.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: June 12, 2018

Residential Tenancy Branch